

IT Professional Technical Services Master Contract Program T#: 902-TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota Office of Enterprise Technology

Project Title Aperture Administration Setup

Service Category Business Analyst

Business Need

- OET Data Center Management Facilities needs assistance from an Aperture software “expert”; this expert will have worked in other customer’s Aperture program setting up workflows, permissions, processes and procedures.
- The Aperture software program was purchased as a key tool to track equipment in the COB Data Center, to monitor power and cooling usage in the Data Center and to facilitate capacity planning of the Data Center. Administrator and transaction workflow within OET was not completed during the implementation phase of Aperture, but is essential to gathering and entering the necessary information needed to use Aperture. Future phases may include verifying inventory in the COB Data Center.
- Data Center Facilities capacity planning is essential for short and long term planning of the enterprise. Aperture is the “tool” that can help with this planning.

Project Deliverables

Specific deliverables required.

1. Aperture Administrator Workflow

- Set up work process rights/permissions to do individual responsibilities
- Define and document administrative process and procedures. Estimate Administrator hours to perform the work on an ongoing basis.
- Define and document process/procedures to put a new symbol into both the Symbols Library and the portal.
- Train Administrator and Backup.

2. Aperture Transaction Workflow

- Define, document and operationally validate the **install** workflow, procedures and KPI. Begin with Hardware Request and end with post-installation data validation and closure. Consider workflow for small installs as well as major system installations (multiple rows and FMDs) if they are different. Train staff.
- Define, document and operationally validate the **de-install** workflow, procedures and KPI. Begin with Hardware Request and end with post-installation data validation and closure. Train staff.

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Project Milestones and Schedule

- Project Start Date – is estimated to be 12/1/2010

- Key deliverable dates To be determined
- End Date - is estimated to be 2/28/2011

Project Environment (State Resources)

Aperture is running on a virtual server in the OET COB5 Data Center. Support of the server is provided by the OET Wintel Support Group. Vendor will be working mainly with two OET staff (Aperture Administrator and Backup Administrator). Two to six other OET staff will likely have some minor involvement and training from the Vendor.

Responsibilities Expected of the Selected Vendor

Provide no more than two people (one primary, one backup) for onsite work with staff
 Develop process and procedures for administering Aperture
 Provide training of staff in using the process and procedures
 Develop training materials specific to OET's installation

Required Skills (These are to be scored as pass/fail requirements)

Vendor provided staff must have extensive experience working in Aperture in at least two large data centers (10,000 sq ft or more) within the last year; minimum of 1000 hrs working in Aperture in the last two years. Experience must be verifiable (provide customer names and contact information).

Desired Skills

Experience working with Aperture customer support in the last twelve months

Response Requirements

- Introduction
- Company overview
- Project Overview
- Detailed response to "Business Need/Project Deliverables Requirements"
 - a) Description of vendor's solution, include the business/project requirements.
 - b) Include description of software/hardware configuration if any.
 - c) How will the vendor approach their participation in the project. This includes:
 - 1) Organization and staffing (including staff qualifications, resumes, etc.)
 - 2) Work-plan with life-cycle cost breakdown here
 - 3) Contract/change management procedures
 - 4) Project management (e.g. quality management, risk assessment/management, etc.)
 - 5) Documentation of progress such as status reports
- Detailed response to staff augmentation
 - 1) Resume of vendor's staff that would be assigned to this project
 - 2) Detailed cost of services with breakdown of hourly rates
- References: Provide names and contact information of three clients they've done Aperture work for
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - b) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - c) Immigration Status Certification (if over \$50,000)
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
 - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>
 - e) Work Order to be issued is attached to this Statement of Work.

Questions

Any questions regarding this Statement of Work should be submitted via e-mail by: 11/15/2010

8AM Central Time

Name: Russ Stolle

Email Address: russ.stolle@state.mn.us

Proposal Submission Instructions

- Response Information:
 - a) Russ Stolle
 - b) russ.stolle@state.mn.us
 - c) Label the response: "Aperture Administration Setup proposal"
- Key dates:
 - a) Response due date: 11/24/2010 11 AM Central Time
 - b) Expiration date for the vendor's price/terms guarantee: If any
 - c) Constraints or rules on respondents: Vendors may only contract Russ Stolle.
 - d) Vendors must submit candidate resumes directly to Russ Stolle by 11:00 AM Central Time on or before 11/24/2010. This may be done via an attachment to e-mail, or timely delivery of hard copies to The Office of Enterprise Technology, Russ Stolle, Data Center Management Division, Room 510, mail stop 26, 658 Cedar St., St. Paul, MN 55155 by the required time and due date.

SOW Evaluation Process

All above response requirements must be met. Evaluation factors are below. A total of 100 points may be given.

- Company (15%) – 15 points
- Experience and Required Skills (35%) – 35 points
- Three References (20%) – 20 points
- Cost (30%) – 30 points

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the

Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- (A) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- (B) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- (C) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- (D) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work
Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows: _____ [For example; Resource Type hourly rate]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice and the OET Service Log (attached) for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Monthly, invoice must contain contract number and service dates, and be sent to:

Office of Enterprise Technology
ACCOUNTS PAYABLE
State of Minnesota
658 Cedar Street
St. Paul, MN 55155 or

3.2 accounts.payable@state.mn.us

4 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

- (E) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- (F) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- (G) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- (H) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 Liability

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as
Stat.
required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: _____

Date: _____

CFMS Contract No. B- _____ Object Code: _____
Date: _____

3. STATE AGENCY

*Individual certifies the applicable provisions of Minn.
§16C.08, subdivisions 2 and 3 are reaffirmed.*

By: _____
(with delegated authority)

Title: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s)
have executed the contract on behalf of the Contractor as
required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

OET Professional Technical Service Log
(Supporting documentation for service invoice)

Office of Enterprise Technology

Project: _____

Month: _____

Year: _____

Contractor Name:_____

[illegible]